

General Terms and Conditions of ABB Switzerland Ltd, LBU Minerals, for Training of Customer's Personnel

1. Scope of Application

These General Terms and Conditions ("GTCs") apply to the provision of training at the premises of the customer (hereinafter "**On-site Training**") and to the training at ABB University facilities or other ABB nominated facilities ("ABB Training Facilities") (hereinafter "**In-house Training**") conducted and provided by ABB Switzerland Ltd, LBU Minerals (hereinafter "**ABB**") to the customer (hereinafter "**Customer**").

2. General

- 2.1 The contract for On-site Training and/or In-house Training (hereinafter "**Contract**") shall come into effect upon receipt of ABB's written order confirmation and/or signed enrolment form stating its acceptance of the order by Customer to obtain On-site or In-house Training and upon receipt of ABB's written acknowledgement stating its acceptance of the registration by Customer to participate in On-site or In-house Training.
- 2.2 Following the receipt of the written order confirmation or completed enrolment form and acknowledgement, Customer shall receive further information for the booked training.
- 2.3 The contractual relationship between ABB and Customer consists of these GTCs and the Contract. In the event of deviations between the two documents, the provisions of the Contract shall take precedence.
- 2.4 General conditions of Customer shall only be valid if expressly accepted in writing by ABB.
- 2.5 All agreements and legally relevant declarations must be in writing. Amendments to these GTCs and Contract must be in writing signed by both parties to become effective.
- 2.6 Unless otherwise provided for in the Contract, the priority of the Contract documents shall be:
 - 2.6.1 the Order Acknowledgement;
 - 2.6.2 the Order;
 - 2.6.3 the Special Conditions;
 - 2.6.4 these Conditions;
 - 2.6.5 the schedules to these Conditions; and
 - 2.6.6 any other documents referred to in the above.

3. Scope of Training by ABB

3.1. On-site Training

- 3.1.1 Unless otherwise agreed On-site Training consists of classroom-based courses and training with tools, machines and equipment in facilities provided by Customer.
- 3.1.2 ABB shall provide On-site Training in a professional manner and through qualified instructors and personnel. ABB will provide the instructors, personnel and materials required. Unless otherwise agreed, all presentations and explanations will be in English.
- 3.1.3 The maximum number of trainees allowed per session at any location is eight (8). ABB is not responsible for any possible damage to Customer equipment, tools, machines and facilities provided (proposed contents of this chapter). It is the duty of

the Customer to arrange for specific insurance if On-site Training execution through own personnel and/or ABB representatives is not covered.

3.2. In-house Training

- 3.2.1 In-house Training consists of classes at ABB Training Facilities. ABB shall provide In-house Training in a professional manner and through qualified instructors and personnel. Unless otherwise agreed, all presentations and explanations will be in English.
- 3.2.2 Unless otherwise agreed, the scope of In-house Training shall include the conduct of the training at the agreed location and the provision of the materials required to conduct the training. ABB shall provide the use of rooms and the technical facilities at the ABB Training Facilities.
- 3.2.3 ABB shall conduct the In-house Training pursuant to the description in the course programme or in the online presentation or in accordance with the individual order on which the Contract is based.
- 3.2.4 ABB reserves the right to make changes to the content and/or location of the In-house Training, reschedule the In-house Training or change the instructor(s) at its absolute discretion. In particular, ABB may further develop or update the content of courses without prior announcement.

4. Regulations and Standards

- 4.1 Customer shall, at the latest when placing the order, provide ABB with copies of any laws, standards and regulations applicable to the provision of On-site Training, the operation of machines and health as well as safety.
- 4.2 ABB shall provide Customer with copies of any laws, standards and regulations to be observed by attendees of In-house Training including without limitation those in relation to health and safety. ABB accepts no liability arising as a result of failure of attendees to observe such standards and regulations.

5. Obligations of Customer with Respect to On-site Training

- 5.1 Customer shall co-ordinate and liaise with ABB's managers, instructors and personnel responsible for the training programme to request and schedule On-site Training. Customer shall arrange and pay for the training facilities for On-site Training.
- 5.2 Customer shall provide all necessary information (e.g. address of training facilities, contact persons, phone numbers for both business and non-business hours) at least [28] calendar days prior to each On-site Training.
- 5.3 Customer shall ensure that the necessary entry and exit permits, including visas, for ABB instructors and personnel and, if necessary, for the import and export of tools, equipment and materials are granted in good time and remain valid.

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- 5.4 Customer shall carry out all preparatory work professionally and, if applicable, in accordance with any documentation and instruction supplied by ABB.
- 5.5 Customer shall undertake all that is necessary in order that On-site Training can be commenced on time and carried out without hindrance or interruption.
- 5.6 Customer shall take all appropriate health and safety measures. If Customer fails to take such measures and if the safety of ABB instructors and personnel are not guaranteed, ABB may at any time refuse or stop On-site Training and order the return of its instructors and personnel. ABB may also refuse or stop the provision of On-site Training or order their return if the safety or health of instructors and personnel are not guaranteed for any other reason. Customer shall provide any necessary assistance should any of ABB's instructors and personnel suffer an accident or become ill.
- 5.7 Unless otherwise agreed, the costs of ABB instructors and personnel travel to and from the On-site Training facilities or premises and for travelling within the country where On-site Training is to be provided, using means of transport chosen by ABB, shall be invoiced to Customer based on expenditure. The invoice shall also include any associated costs such as insurance, freight customs duties, charges for luggage, passports and visas, fees for entry and permits, medical examinations on arrival and departure, and any vaccinations for ABB instructors and personnel.
- 5.8 Unless otherwise agreed, Customer shall provide ABB instructors and personnel with good and adequate accommodation as well as good, clean, heated and/or air-conditioned and lockable single accommodation at the On-site Training place or in its vicinity. Accommodation must correspond at least with European middle-class standards.
- 5.9 Customer is liable for any and all losses and damages caused by its personnel unless the losses and damages can be proved to have been caused through grossly negligent instructions or supervisions by ABB instructors and personnel. Customer is liable for any and all losses and damage caused by material, spare parts, tools and equipment provided by Customer irrespective of the fact that ABB instructors and personnel may have used them without complaint.
- 5.10 Customer shall fulfil its obligations in time and correctly and without cost to ABB. If Customer does not fulfil its obligations, in whole or in part, ABB may, in particular, fulfil such obligations itself at Customer's risk or have them fulfilled by a third party. The costs shall be borne by Customer in every event. Customer shall release ABB from any liability for claims of third parties and indemnify ABB for any loss suffered therefrom.
- 5.11 If ABB instructors and personnel are hindered in providing On-site Training due to reasons for which ABB is not responsible, ABB may invoice the waiting time as On-site Training time. All other costs associated with such hindrance shall also be paid by Customer. These provisions also apply to

any other time lost due to reasons for which ABB is not responsible.

6. Obligations of Customer with Respect to In-house Training

- 6.1 Customer is responsible for advance notification to ABB of any special requirements relating to attendees of In-house Training. Customer attendees who are registered to attend In-house Training at ABB Training Facilities are requested to complete and send the official training course enrolment form to ABB at least [28] calendar days prior to each In-house Training.
- 6.2 Attendees of In-house Training are obliged to comply with the health and safety and accident prevention regulations in effect at the ABB Training Facilities. Data storage media may not be used on the computers of ABB by attendees.
- 6.3 Unless otherwise agreed, Customer is responsible for all travel and accommodation requirements and other costs incurred by attendees in relation to In-house Training.
- 6.4 Customer is liable for any and all losses and damages caused by its attendees unless the losses and damages can be proved to have been caused through grossly negligent instructions or supervisions by ABB instructors and personnel.

7. Payment and Additional Expenses

7.1 Payment of On-site Training and Additional Expenses

- 7.1.1 All fees, expenses, costs and prices are quoted or invoiced in Swiss francs (CHF).
- 7.1.2 On-site Training fees and any and all payments (e.g. cancellation fees) to be made on the basis of the Contract concluded between ABB and Customer shall be due for payment by Customer upon receipt of the respective invoice and without any deductions. If ABB is assessed or is required by any applicable law or regulation to pay or collect any duties, taxes, or charge (eg. withholding tax) on account of a transaction, then such amount of tax or taxes including any related penalties and/or interest, shall be paid by Customer in addition to the prices, fees, expenses and costs provided herein.
- 7.1.3 For the avoidance of doubt, unless otherwise agreed, any and all additional costs, such as travelling, accommodation, freight, insurance, fees for export, transit, import and other permits and for certifications, shall be borne by Customer.

7.2 Payment of In-house Training and Additional Expenses

- 7.2.1 All fees, expenses, costs and prices quoted or invoiced are in Swiss francs (CHF). In-house Training fees and any and all payments (e.g. cancellation fees) to be made on the basis of Contract concluded between ABB and Customer shall be due for payment by Customer upon receipt of the respective invoice and without any deductions. In-house Training fees and costs, expenses and prices are calculated without taxes; VAT; withholding taxes, customs, fees and other duties. Shall any of these or any other applicable

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taxes be imposed; these taxes shall be borne by the Customer.

7.2.2 If ABB incurs any additional costs due to the special requirements of Customer or, if In-house Training is conducted outside of ABB Training Facilities upon the request of Customer, and/or if additional costs are incurred due to the configuration work conducted at such other site or because the training facilities do not comply with the required standards, these additional costs shall be invoiced separately to Customer by ABB.

7.2.3 Unless otherwise agreed, travel expenses, the costs of any stay, accommodation, food and drink and assistance for the attendees shall in every event be borne by Customer or by the attendees themselves. The course fee per person for standard In-house Training includes one set of documentation, electronic documentation file on a memory stick plus lunches/refreshments during course days only.

8. Alteration of Booking/Cancellation by Customer

8.1 Alteration/Cancellation of On-site Training

8.1.1 A cancellation by Customer is possible at any time up to 30 days prior to the scheduled start of On-site Training, provided that notice of cancellation is given in writing. Cancellations after 30 days prior to the scheduled start of On-site Training will be subject to a cancellation fee of 1,500 Swiss francs.

8.1.2 In the event of cancellation between the 30th day and 8th day prior to the scheduled start of On-site Training, 50% of the On-site Training fee shall be paid by Customer. In the case of cancellation after the [8]th day prior to the scheduled start of On-site Training, the full amount agreed upon shall be due and payable to ABB.

8.1.3 Notwithstanding the foregoing provisions, ABB reserves the right to charge any expenses incurred prior to the date of cancellation.

8.2 Alteration/Cancellation of In-house Training

8.2.1 Customer may alter the booking for the ordered In-house Training for a later scheduled course or designate an alternate attendee for the In-house Training free of charge by no later than 30 days prior to the scheduled start of the ordered In-house Training.

8.2.2 A cancellation by Customer is possible at any time up to 30 days prior to the start of In-house Training, provided that notice of cancellation is given in writing. Cancellation later than 30 days prior to the start of In-house Training will be subject to a cancellation fee of [500] Swiss francs.

8.2.3 Except where otherwise stated, no fee is to be paid if the cancellation is received 21 calendar days prior to the start of the course. Thereafter 50% of the course fee is charged. For cancellation received up to 7 calendar days before the start of the course the full fee becomes due.

8.2.4 In the event that In-house Training to be conducted outside of ABB Training Facilities is cancelled before the 30th day prior to the relevant scheduled start date, notwithstanding the foregoing provisions, ABB reserves the right to charge for any expenses incurred prior to the date of cancellation.

8.2.5 In individual cases, other cancellation deadlines and cancellation fees may apply for In-house Training conducted by other training providers on behalf of ABB. ABB will inform Customer of this fact upon registration. In these cases, ABB reserves the right to charge to Customer the cancellation expenses which are in excess of the aforesaid costs.

9. Program Changes and Cancellation of Training by ABB

9.1 ABB reserves the right to cancel On-site Training and In-house Training. In such case, ABB will endeavour to inform Customer as soon as possible of any cancellation or necessary changes.

9.2 10. Data Protection

10.1 Customer expressly agrees to the collection and processing of the data provided to ABB to the extent required for the performance of On-site Training and In-house Training.

10.2 Customer warrants that he is authorized to provide the data to the aforesaid extent and to deliver the aforesaid declarations.

11. Restriction of Use, Copyrights

11.1 The issued training materials, the provided software, the contents of online platforms are protected under copyright law and may not be changed, de-engineered, decompiled, or reproduced, reprinted translated, or electronically processed for any reason other than for necessary back-up purposes, or disclosed to individuals other than Customer or the attendee or used for any purposes other than for the training purposes agreed to under the terms of this Contract.

11.2 Customer shall ensure that attendees shall keep confidential all training materials and any information received during On-site Training and In-house Training and comply fully with all use restrictions notified to Customer by ABB.

12. Confidentiality

12.1 ABB and Customer undertake to treat as confidential all information of the other party made available to them and their employees during the performance of the On-site Training and/or In-house Training with the exception of information already available to the general public. Employees of ABB and Customer are permitted to use such information solely in the performance of contractual obligations between ABB and Customer.

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12.2 This obligation shall remain in force for as long as there is a legitimate interest, including the period after termination of the contractual relationship.

13. Reservation Clause

ABB's obligation to fulfill these GTCs and the Contract is subject to the proviso that the fulfillment is not prevented by any impediments arising out of national and international foreign trade and customs requirements, any embargos or other sanctions or any ABB travel restrictions.

14. Force Majeure

14.1 If ABB is unable to provide On-site Training and/or In-house Training by virtue of an event that can reasonably be regarded as outside its control such as natural events (e.g. lightning, natural hazard), power supply failure, mains failure, armed conflict or terrorist incident, epidemic, accident, industrial dispute, unforeseen official restrictions, failure of a third-party supplier to fulfill its obligations, this shall postpone the fulfilment of the individual contract or the date of its fulfilment for as long as that event lasts.

14.2 In such cases, any liability of ABB is excluded.

15. Liability

15.1 Customer shall indemnify and hold harmless ABB, its officers, directors, agents, and employees, from and against all claims, actions, demands, losses, costs, expenses (including, without limitation, all legal fees and disbursements), damages, liabilities and lawsuits arising from any breach of Customer's obligations.

15.2 Customer shall be liable for the failure of the attendee to fulfill its duties under these GTCs and the Contract.

15.3 Neither party excludes or seeks to limit its liability in respect of death or personal injury.

15.4 All claims by Customer for damages for production interruption, loss of usage, loss of orders, loss of profit, claims by third parties or claims for indirect or consequential damage, irrespective of the legal basis for such claims are excluded. The total liability of ABB arising from or in connection with these GTCs and the Contract or the breach thereof is limited to the sums paid by Customer for the On-site Training and/or In-house Training actually provided.

15.5 Claims by Customer arising out of or in connection with these GTC and the Contract or the breach thereof are expressly and exhaustively regulated in these GTCs. Other and further claims are excluded.

15.6 This limitation of liability clause shall not apply in the event of gross negligence or wilful misconduct by ABB or Customer.

16. Effective date, duration and notice

The Contract of which these GTCs form a part sets forth the commencement and the expiration of the On-site Training and/or In-house Training.

17. Miscellaneous

17.1 Assignment

Customer shall not assign or transfer these GTCs and the Contract or individual rights nor obligations to a third party without the prior written consent of ABB. ABB shall have the right to assign or transfer these GTCs and the Contract in whole or in part to any affiliated company within the ABB group without the prior agreement of Customer.

17.2 Severability Clause

If a provision of these GTCs or the Contract should prove to be wholly or partially ineffective, the parties shall replace such provision with a new provision that comes as close as possible to the legal and economic effect of the original provision.

17.3 Applicable Law and Jurisdiction

The contractual relationship shall be governed by Swiss substantive law under exclusion of conflict of law rules. **The Parties agree on Baden, Switzerland as the place of jurisdiction.** ABB is however entitled to institute legal proceedings against Customer at the Customer's domicile.

17.4 Business Ethics

Customer hereby warrants that it will not, directly or indirectly, and it has no knowledge that other persons will, directly or indirectly, make any payment, gift or other commitment to its customers, to government officials or to agents, directors and employees of ABB any other party in a manner contrary to applicable laws (including but not limited to the U.S. Foreign Corrupt Practices Act) and shall comply with all relevant laws, regulations, ordinances and rules regarding bribery and corruption.

Nothing in this Contract shall render ABB liable to reimburse Customer for any such consideration given or promised.

Customer's material violation of any of the obligations contained in this Section "Business Ethics" shall entitle ABB to terminate this Contract with immediate effect and without prejudice to any further right or remedies on the part of Customer under this Contract or applicable law. Customer shall indemnify ABB for all liabilities, damages, costs or expenses incurred as a result of any such violation of the above mentioned obligations and termination of this Contract.

Customer shall procure that it receives in due time a copy of the Code of Conduct of ABB. Customer is aware that he may obtain ABB's Code of Conduct also via internet. Customer agrees to perform, and shall ensure that all of its agents, employees, directors and subcontractors perform, its contractual obligations under this Contract with substantially similar standards of ethical behaviour.

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ABB has established the following internet portal where Customer and its employees may report suspected violations of applicable laws, policies or standards of conduct: www.abb.com/ethics (through "How to make a report").

17.5 Schedules

The following Schedule shall form an integral part of the Contract:

Schedule 1: Special Conditions Schedule

Schedule 2: Scope of Services Schedule

Schedule 3: Pricing Schedule

Schedule 4: Charges and Rates Schedule

**In WITNESS WHEREOF this Contract
has been signed for and on behalf of
the parties on**

**SIGNED for an on behalf of ABB
Switzerland Ltd**

**Authorised
signatory:.....**

**Name:.....
.....**

**Title:.....
.....**

**SIGNED for an on behalf of ABB
Switzerland Ltd**

**Authorised
signatory:.....**

**Name:.....
.....**

**Title:.....
.....**

**SIGNED for an on behalf of the
Customer**

**Authorised
signatory:.....**

**Name:.....
.....**

**Title:.....
.....**